



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: 2018-100-06	RFP Title: <i>Foster and Adoptive Homes Recruitment Services</i>
Proposal Due Date and Time: <i>Thursday, September 27, 2018</i> 12:00 p.m., Central Time	Number of Pages: 46
Procurement Officer: Vicki Cooper-Robinson, Procurement Manager Phone: (334) 353-2471 E-mail Address: vicki.robinson@dhr.alabama.gov Website: http://www.dhr.alabama.gov	Issue Date: <i>Thursday, August 16, 2018</i>
	Issuing Division: <i>Family Service Division</i>

INSTRUCTIONS TO VENDORS	
Submit Proposal to: Starr Stewart, Director Resource Management Division/Office of Procurement Alabama Department of Human Resources Gordon Persons Building, Second Floor-Room Q3-019 50 Ripley Street Montgomery, AL 36130-4000	Label Envelope/Package: RFP Title/Number: 2018-100-06 Foster and Adoptive Homes Recruitment Services Proposal Due Date: Thursday, September 27, 2018
	Special Instructions:

VENDOR INFORMATION (Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address: (no P.O. Boxes)	Authorized Vendor Signatory:
DUNS NUMBER: _____	(Please print name and sign in ink)
Vendor Phone Number: ()	Vendor FAX Number: ()
Vendor Federal I.D. Number:	Vendor E-mail Address:
Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
Total number of proposal pages: _____	
Trade Secret Declarations: (<u>reference section/page(s) of trade secret declarations</u>)	

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VENDOR'S RFP CHECKLIST

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the Department's website at www.dhr.alabama.gov and will include all questions asked and responses concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.
8. _____ **Check the Department's website for RFP addenda.** It is the vendor's responsibility to check the Department's website at www.dhr.alabama.gov for any addenda issued for this RFP, no further notification will be provided.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are *never* accepted.

This checklist is provided for assistance only and should not be submitted with Vendor's response.

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 12:00 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at www.dhr.alabama.gov as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.

EVENT	DATE
RFP Issue Date.....	August 16, 2018
Deadline for Receipt of Written Questions.....	August 30, 2018
Deadline for Posting of Written Responses to Questions	September 06, 2018
Proposal Due Date	September 27, 2018
Evaluation of Proposals and Selection of Vendors	October 16-19, 2018
Intended Date for Notice of Intent to Award a Contract	November 09, 2018

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) seeks qualified vendors to recruit ***Foster and Adoptive Homes Recruitment Services*** with specific recruitment activities for children with no identified adoptive resources (ANIR). Vendors are expected to provide Trauma Informed Partnering for Safety (TIPS) or Deciding Together training within a specified time frame. Vendors will also complete all home studies on recruited families. Foster and/or adoptive home family recruitment will be targeted at 450 homes. All proposed foster and/or adoptive homes must meet all requirements in the RFP document and must obtain final approval from the Office of Foster Care, State Department of Human Resources. In conjunction with recruitment services, the vendors will be expected to operate a program hotline that is responsive to any calls received on their recruitment efforts. The selected vendors will receive up to \$5000 per approved foster and/or adoptive home. In addition to the services listed above, the vendors will be responsible for completing home study investigations of proposed Interstate Compact Placement of Children (ICPC) related placements as well as those associated with independent adoptions. ***Foster and Adoptive Homes Recruitment Services must be offered statewide and accommodate potential foster and/or adoptive families residing in rural areas that may otherwise experience difficulty accessing services. High priority counties for foster home recruitment efforts are listed below:***

Autauga	Baldwin	Bibb	Blount	Butler	Calhoun	Choctaw	Cleburne
Coffee	Conecuh	Cullman	Dale	Dallas	Escambia	Etowah	Hale
Houston	Jackson	Jefferson	Lauderdale	Lawrence	Lowndes	Mobile	Montgomery
Pike	Russell	Sumter	Talladega	Tallapoosa	Tuscaloosa	Washington	Winston

Proposals submitted in response to this solicitation must comply with the instructions and procedures described in the procurement document. A more complete description of the services is provided in *Section 3, Scope of Project*.

1.1 ELIGIBLE ENTITIES

Eligible entities may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

The selected vendor must have a Child Placing Agency license through the Department of Human Resources or have submitted a completed application to be licensed prior to the close of business on ***Thursday, September 27, 2018***. All staff conducting home studies and providing training must meet the credential requirements as specified in The Minimum Standards for Child Placing Agencies. All applications for licensure must be submitted to:

Gloria Holloway, Resource Management Division/Office of Licensing
Alabama Department of Human Resources
Gordon Persons Building
50 Ripley Street, Room Q3-008
Montgomery, AL 36130-4000
Telephone number: 334-242-1650
Email: Gloria.derico@dhr.alabama.gov

1.3 CONTRACT TERM

The initial contract term is for a period of **thirty-four (34)** months beginning ***December 01, 2018*** and ending ***November 30, 2021***. Renewals of the contract, as agreed upon by both parties, may be made at **one (1)** year intervals, or any interval that is advantageous to the Department, not to exceed a total of **two (2)** years, at the option of the Department. ***Selected vendors must be fully operational on December 01, 2018.***

1.4 POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until the vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact will disqualify the vendor from further consideration. Contact information for the point of contact is as follows:

Vicki Cooper-Robinson, Procurement Manager
Office of Procurement
Alabama Department of Human Resources
Gordon Persons Building, Second Floor-Room Q3-012
50 Ripley Street
Montgomery, AL 36130-4000
Telephone Number: (334) 353-2471
E-mail Address: vicki.robinson@dhr.alabama.gov

1.5 REQUIRED REVIEW

1.5.1 REVIEW RFP

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

1.5.2 VENDOR'S QUESTIONS

Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) ***Thursday, August 30, 2018***. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.5.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer by ***Thursday, September 06, 2018*** to all questions received by the deadline on ***August 30, 2018***. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at www.dhr.alabama.gov by the close of business on the date listed.

1.6 MANDATORY REQUIREMENTS

Vendors are expected to respond to all of the requirements described in this document. The Department will determine whether a vendor's proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.8 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events and Section 1.8.1 *Required Copies and Deadline for Receipt of Proposals*.

1.6.2 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM

Vendors must include a legible copy of their legal status letter from the Internal Revenue Service. If the legal status letter is not available, a completed and signed copy of the **"Request for Taxpayer Identification Number"** form (*Appendix B*) must be included.

1.6.3 DISCLOSURE STATEMENT

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Disclosure Statements are available for completion on the Attorney General's web site at www.ago.alabama.gov under *Publications and Forms*. Vendors may also click on the following links for a copy of the Disclosure Statement: (online fill-in) <http://www.ago.alabama.gov/File-AL-Vendor-Disclosure-Statement> when connected to the internet. Vendors must include a completed copy of the Disclosure Statement in their proposals.

1.6.4 CERTIFICATE OF COMPLIANCE

Vendors must submit a completed, signed copy of the certificate of compliance (*Appendix D*) with their proposals.

1.6.5 E-VERIFY MOU

Vendors must submit e-verify memorandum of understanding/registration documentation with their proposals.

1.6.6 IMMIGRATION STATUS FORM

Vendors must submit immigration status form documentation with their proposals. (*Appendix E*)

1.6.7 AUTHORIZED VENDOR SIGNATORY

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the applicant to the proposal.

1.6.8 DUNS NUMBER

Vendors must include their Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business.

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, vendors agree to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of

written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the vendor's ability to respond to the RFP or perform the contract.

***Note:** The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, vendors agree to an understanding of and compliance with the specifications and requirements described in this RFP.

1.7.3 PRIMARY VENDOR/SUBCONTRACTORS

The primary vendor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The vendor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The vendor shall be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the vendor. Any awards made as a result of this document will create a contractual relationship between the vendor and the Department, not the subcontractor.

1.7.4 VENDOR'S SIGNATURE

An individual authorized to legally bind the organization submitting the proposal must sign the original proposal in ink. The vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion that would preclude the Department from obtaining the best possible service for the best possible price.

1.8 SUBMITTING A PROPOSAL

1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS

Vendors must submit **one (1)** original proposal, **seven (7)** copies and **one (1)** electronic (PDF preferred) copy on CD, DVD, or thumb drive clearly labeled with the Vendor's name and the RFP title and number to:

**Starr Stewart, Director
Resource Management Division/Office of Procurement
Alabama Department of Human Resources
Gordon Persons Building, Second Floor - Room Q3-019
50 Ripley Street
Montgomery, AL 36130-4000**

Proposals must subscribe to the section/subsection headings and numbering format (i.e., **4.2.5.1 Vendor Qualifying Information**) as specified in *Section 4 Proposal Format and Instructions*. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the ***RFP# 2018-100-06 Foster and Adoptive Homes Recruitment Services. Proposals must be received at the receptionist's desk of the Resource Development-Office of Procurement by 12:00 p.m., local time, September 27, 2018*** Two business (Monday-Friday) days prior to the due date, proposals may be hand delivered between the hours of 9:00 a.m. - 12:00 p.m. (with the exception of state and federal holidays). Faxed and electronically submitted responses to requests for proposals are NOT accepted.

1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that

do not follow the format described in Section 4: *Proposal Format and Instructions*, are difficult to understand or read, or are missing any requested information.

1.8.3 COST PROPOSAL FORMS

Vendors ***must*** respond to this RFP by utilizing the cost proposal forms found in *Appendix F*. These forms will be used as the primary representation of each Vendor's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Vendor's cost.

1.8.4 TIMELY SUBMITTED PROPOSALS

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

1.8.5 LATE PROPOSALS

Regardless of the cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

2.1 VENDOR COMPETITION

In accordance with 45 CFR 74.43, the Department encourages free and open competition among Vendors. Whenever possible, the Department will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Department's need to procure technically sound, cost-effective services and supplies.

2.2 NONDISCRIMINATION

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, political beliefs or any other classification protected by Federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all Vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY

Only U.S. citizens or foreign citizens who have the necessary authorization to legally work in the United States may be employed to work under any contract with the Department. Vendors must agree to not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and must provide to the Department a certificate of compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (*Appendix D*).

The United States Citizenship and Immigration Services (www.uscis.gov) provides E-Verify, an internet-based system that allows companies to determine their employees' eligibility to work in the United States. Vendors must participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations. Vendors must provide documentation to the Department establishing that they are enrolled in the E-Verify program.

Vendors must agree to not knowingly employ, hire for employment, or continue to employ a subcontractor to perform work under a contract that knowingly employs, hires for employment, or continues to employ an unauthorized alien. Any subcontractor hired to perform work under a contract must attest to such by sworn affidavit signed before a notary. Subcontractors must also enroll in the E-Verify program prior to performing any work on a project and must attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

2.4 NO BOYCOTT CLAUSE

In compliance with Act 2016-312, vendors must attest that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

2.5 TERMINATION/ALTERNATIVE RESOLUTION

For any and all disputes arising under the terms of any contract resulting from this procurement, vendors hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

2.6 MERIT SYSTEM EXCLUSION

The vendor is not to be considered a merit system employee and is not entitled to any benefits of the State Merit System.

2.7 IMMIGRATION CLAUSE

By responding to this procurement, the vendor affirms, for the duration of any contract resulting from this procurement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any other location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom. (Appendix E)

2.8 DUNS NUMBER

Vendors must obtain a Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal and state government for contracts or grants.

2.9 PROPOSAL EFFECTIVE PERIOD

All proposals submitted in response to this RFP shall be effective for a 180-day period following the deadline for receipt of proposals as specified in the Schedule of Events and may not be modified, withdrawn or canceled by the Vendor during this period.

2.10 TRADE SECRETS

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a "trade secret" by the vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from a Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. If applicable, the Vendor's Legal Counsel must use the Department of Human Resources "Affidavit for Trade Secret Confidentiality" form when requesting the trade secret claim. The affidavit form (*Appendix C*) is included in this document.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.11 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.11.1 PRE-SCREENING

During the pre-screening, proposals will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review they will be classified “responsive” or “non-responsive”. However; proposals may be found non-responsive at any time during the evaluation process if the proposal does not meet the formatting requirements specified in the RFP; if any of the required information is not provided; or the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP. Proposals declared non-responsive, will not receive further consideration.

2.11.2 EVALUATION OF PROPOSALS

All responsive proposals will be evaluated against the stated criteria. However, this does not preclude the Department from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Vendor. In scoring against stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department.

2.12 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION

After receipt of all proposals and prior to the determination of the award, the Department may initiate discussions with one or more Vendors should clarification or negotiation be necessary. Vendors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Vendors should be prepared to send qualified personnel to **Montgomery, Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor’s expense.

2.13 BEST AND FINAL OFFER

The Department reserves the right to request a “best and final offer” for this RFP based on price/cost alone, from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their “best and final offer,” which must include any and all discussed and/or negotiated changes.

2.14 PUBLIC REQUESTS FOR INFORMATION

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available to the public upon requests shortly after the signing of a contract(s) with the exception of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any financial information requested by the Department, unless prior written consent has been given by the Vendor.

2.15 COST OF PREPARING A PROPOSAL

The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract. All costs are the responsibility of the Vendor.

2.16 DEPARTMENT’S RIGHTS RESERVED

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:

2.16.1 PRE-SELECTION DISCRETION

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

2.16.2 POST-SELECTION DISCRETION

Upon selection of a proposal, the Department reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so.

2.16.3 WAIVERS

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines that such award is in the best interest of the Department. Minor irregularities are those which will not have a significant adverse effect on the overall program cost or performance.

2.16.4 NEGOTIATIONS

The Department reserves the right to negotiate with any vendor whose proposal is within the competitive range, as specified in the RFP with respect to technical plan and cost, as well as to select a vendor other than the vendor offering the lowest price.

2.16.5 ADOPTION OF IDEAS

The Department reserves the right to adopt to its use all or any part, of a vendor's proposal and to use any idea or all ideas presented in a proposal.

2.16.6 ORAL PRESENTATIONS

The Department reserves the right to require some or all of the vendors to provide oral presentations of their proposals.

2.16.7 AMENDMENTS

The Department reserves the right to amend the RFP. Except as provided above with respect to "WAIVERS" made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at www.dhr.alabama.gov under this RFP link.

2.16.8 NO GUARANTEE OF CONTRACT

Selection of a proposal shall not be binding upon the Department and may or may not, at the Department's sole discretion, result in the Department entering into a contract with the vendor if it is in the best interest of Department not to proceed with contract execution.

2.16.9 RIGHT TO INVESTIGATE AND REJECT

The Department may make investigations as deemed necessary to determine the ability of the Vendor to perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly qualified to carry out the obligations of the contract. This includes the Department's ability to reject the proposal based on negative references.

2.16.10 DISCLAIMER

Issuance of this RFP does not constitute a commitment by the Department to select any proposal submitted in response to the RFP, or to award a contract to any vendor who responds to this RFP.

SECTION 3: SCOPE OF PROJECT

3.0 PROJECT OVERVIEW

Foster and Adoptive Recruitment Services are services targeted for families and children who will experience either foster or the adoption process. DHR's goal in this process is to identify families for children needing foster home placement or with a goal of adoption. Services must include: 1) Statewide recruitment of foster and adoptive homes; 2) Initiation and maintenance of a recruitment hotline; 3) Trauma Informed Partnering for Safety (TIPS) or Deciding Together training for all families recruited; 4) Completion of all family consultations, home studies and family portfolios on families recruited; 5) Completion of a home study/investigation of Interstate Compact on the Placement of Children, (ICPC)-related placements within established timeframes, format and DHR policy; and 6) Completion of a home study/investigation for independent adoptions.

Foster and Adoptive Recruitment Services must offer encouragement, support and guidance to families interested in fostering and/or adopting children in the custody of the Department. These services must be available statewide at no cost to families. In addition, families and children must be provided opportunities to network and build connections with other families who share the foster and/or adoption experience while helping interested families remain encouraged and supported throughout the process. *Foster and Adoptive Recruitment Services* **must be offered statewide and accommodate potential foster and/or adoptive families residing in rural areas that may otherwise experience difficulty accessing services.** High priority counties for foster home recruitment efforts are as follows:

Autauga	Baldwin	Bibb	Blount	Butler	Calhoun	Choctaw	Cleburne
Coffee	Conecuh	Cullman	Dale	Dallas	Escambia	Etowah	Hale
Houston	Jackson	Jefferson	Lauderdale	Lawrence	Lowndes	Mobile	Montgomery
Pike	Russell	Sumter	Talladega	Tallapoosa	Tuscaloosa	Washington	Winston

Targeted recruitment for children needing adoption with no identified resource (ANIR) will also be high priority with additional reimbursement provided if they have been in this classification for thirty-six months or longer. Recruitment of foster care homes in priority counties and priority ANIR youth will be eligible for additional reimbursement (Review Section 5. Cost Proposal).

3.1 STATEWIDE RECRUITMENT OF FOSTER AND ADOPTIVE HOMES AND RECRUITMENT HOTLINE

3.1.1 POPULATION TO BE SERVED

General recruitment activities will be directed towards all adults who may meet the Department's Minimum Requirements for Foster and Adoptive Parents. The vendors will diligently recruit families that reflect the ethnic and racial diversity of children in custody of the Department. The Department is in need of families willing to serve as foster homes for children temporarily placed in their care while extensive efforts are made with birth families or other relatives to strengthen the family's ability to care for the child. Foster homes will work directly with birth families in maintaining connections for children, supporting parenting efforts and serving as role models for birth families. In addition, the Department is in need of adoptive resources willing to commit to a child in need of a permanent home. The goal is to enlarge the general pool of adoptive resources willing to consider placement of a child or children of various ages, needs and sibling group size.

Special attention and effort shall be placed on targeted recruitment for children identified as ANIR. Many of these children/youth are considered to have special needs due to specific factors or conditions: medical, therapeutic, children over age five (5), sibling groups, or high-risk backgrounds which indicate the child may need treatment at a later date.

3.1.2 NUMBERS TO BE SERVED

General recruitment efforts are expected to be varied and extensive with a maximum cap of 450 homes. It is understood that the cap listed may be reached through a duplicative count as many individuals and couples request dual approval, providing a resource for both children in temporary foster care and children in permanent custody with a plan of non-foster care adoption (ANIR).

3.1.3 SERVICE DESCRIPTION

The vendors will implement creative community-specific recruitment strategies to develop the resources that meet the needs of children in the custody of the Department. Traditional methods of recruitment (i.e. PSAs, brochures) will only be a part of the comprehensive and innovative plan needed for successful recruitment. Considering and building the role of the community in supporting a family that is fostering and/or adopting a child must be the focus of recruitment activities. In addition to general recruitment efforts, the vendors will also have the responsibility for child-specific recruitment activities. They will also accept all referrals from the Office of Adoption. Recruitment efforts will focus on the unique needs of the child. Recruitment initiatives will be developed with respect for the child's right to confidentiality and dignity. The child's identity will be protected during recruitment efforts.

Recruitment plans must include goals and action steps for recruiting Spanish-speaking families as well as plans to increase the number of approved adoptive families who will adopt children of African American heritage. Special emphasis must also be given to recruiting families willing to parent children with multiple mental health and emotional diagnoses, behavioral issues, developmental disabilities and special health care needs. Specific recruitment strategies and materials must be identified and agreed upon. The vendors must be able to explore options, assist in developing a plan and then implement the plan. These efforts will include: publicizing and marketing the need for adoptive (and foster) parents from Alabama's waiting children in all sixty-seven (67) counties; statewide media campaign materials; and recruitment items to further the recognition of the statewide toll-free inquiry line 1-866-4AKids and the State DHR web site. The selected vendors must also plan and implement special activities during National Foster Care Month and National Adoption Month.

Prior to admitting potential special needs adoptive families into the vendor's pre-service training, careful screening of family should occur and be well-documented. The screening has multiple purposes including, but not limited to, assessing the family's ultimate goal for completing training and having a home study approved. The vendors should make it clear to families interested (and willing) to foster that they will be referred to the county DHR office for certification after completing the process with the vendor. Families will be asked to sign an agreement acknowledging they understand the various requirements of this project (adoption-only, foster/adopt, inquire about in-state families only for a specified period of time, etc.)

For targeted adoption efforts, national child-focused recruitment models have demonstrated success in identifying families for older children, children with multiple special needs, larger sibling groups, etc. At the center of these models is a thorough knowledge of the child or youth (especially older school aged children and teens) and exploring the child's past and current relationships for potential adoptive resources. Involving children/youth in their recruitment is critical. A child-focused recruitment caseload will be selected. Selection of children for child-focused recruitment will be done in collaboration with the Department's permanency specialists and their supervisors along with vendor staff. The proposal shall outline strategies for getting to know the children, developing a relationship with the children and identifying potential families for the children in the child-specific recruitment model.

Note: The Department already has Wendy's Wonderful Kids (WWK) Child-focused recruitment project in place in the Mobile/Baldwin area and the Jefferson/Shelby/Tuscaloosa area. Children participating in these WWK projects will not be assigned to vendors for child-focused recruitment.

Most children identified as being adoptable with no identified resources (ANIR) will be listed on one of the adoption websites utilized by the Department. The Office of Adoptions will provide general information regarding the children who are waiting for placement in an adoptive home. This includes information regarding the number of children, their ages and how long they have been waiting for a home. In most cases, color photographs and summaries for recruitment purposes are available. Recruitment activities are to be varied and statewide as well as directed to families that reflect the ethnic and racial diversity of children for whom adoptive homes are needed.

3.1.4 FAMILY CONSULTATIONS/HOME STUDIES/FAMILY PORTFOLIOS

Vendors must complete all consultations and home studies on the families and must identify monthly goals and remedial actions that will be instituted should goals not be achieved or exceeded. Vendors will be responsible for the creation and maintenance of the family portfolio (if targeted adoption). Each portfolio must include: a decision page; meeting notes from each of the TIPS or Deciding Together sessions; the partnership profile (consisting of the summary or recommendation and the family profile and its modifications); references; Final Strengths and Needs Worksheet; the Partnership Development Plan completed at the first family consultation session; the Professional Development Plan completed at the end of the TIPS sessions; medical records; checklists; and other records; Strengths/Needs Weekly Work Sheets completed by the prospective parents; notes from the family consultations; an EcoMap; letters to a birth parent; letters to a child; photographs of the family to be shared with children prior to placement; and any other information required by the agency. Narrative documentation of vendor contact with the family throughout the recruitment, training and assessment process shall also be provided as part of the portfolio. Family Portfolios and home studies must be completed at the time the foster and/or adoptive home is presented to State Department of Human Resources (SDHR) for final approval/acceptance.

Vendors will be eligible to bill for up to \$ 2,000 in compensation for completed/approved home studies for each foster and/or adoptive family.

Note: For families not doing targeted adoption, the vendor will be eligible to bill an additional \$500 in compensation when the county confirms that the family has accepted a child in their home and that child remains in that home for thirty (30) days. If the foster/adoptive home is located in a priority county, the amount increases to \$1000.

3.1.5 TARGETED ADOPTIONS SERVICE TRACKING

For targeted adoption services, portions of the payments will not be made until a match has been identified, the vendors must track adoptive homes until a match is made and must inform/prepare adoptive parents of the backgrounds and special needs of children in DHR's custody and planning responsibility utilizing the special needs definition as provided in the Department's Adoption Policy Manual.

Vendors must provide supports to adoptive parents before a match is made. A match occurs when a state staffing team, which includes staff from the county where the child resides, where the resource resides, and staff from the Office of Adoption have agreed that a child will be offered to the approved adoptive resource.

Finalization occurs after a period of post-placement supervision, consent is given, and the Probate Court grants the family's petition to adopt. Vendors must clearly describe in their proposals the supportive services that will be provided to adoptive families.

Vendors will be eligible to bill \$1,000 in compensation after a match has been made for an approved adoptive home and waiting child. Vendors will also be eligible to bill an additional \$500 in compensation after the adoption has finalized. If the ANIR targeted adoption is for a child identified as high priority based on more than 36 months in care, the amount increases to \$1000 upon finalization.

3.1.6 RECRUITMENT HOTLINE

A recruitment hotline will be instrumental in recruitment activities. The vendors will operate a hotline. The Hotline will be prominently used in recruitment activities for foster care and adoptions. The hotline will be staffed during extended business hours, to include the early evening hours. Messages received after hours are expected to be returned the next business day. Vendors will keep a log of calls placed to the Hotline and report to the department on responses received. The staff operating the hotline must be knowledgeable of departmental policy governing adoption and foster care and the minimum requirements to foster and adopt from the Department. Information will be shared with all callers in a manner which reflects positively on the needs of children in the Department's care.

Information packets will be mailed to interested parties within three (3) business days of the Hotline call. The packet will include more specific information about the requirements to become a foster and/or adoptive parent and an application.

A website must be available for consumers to access referral services and information. In addition, printed **as well as** on-line materials regarding adoption issues must be developed and available for consumer access. A newsletter must be provided at least quarterly to consumers regarding waiting children.

Vendors must provide outreach efforts through collaboration with DHR staff (county and State), the Alabama Foster/Adoptive Parent Association (AFAPA) and through networking with other professionals working with the adoptive and foster family community. Outreach efforts must include booths/tables at conferences, public service announcements, broadcast and social media promotions and workshops at the AFAPA and other adoption-related conferences.

3.2 TRAUMA INFORMED PARTNERING FOR SAFETY (TIPS)

3.2.1 POPULATION TO BE SERVED

Individuals and married couples who meet minimum qualifications to foster and / or adopt and return completed applications are to receive TIPS training through the efforts of the vendors. This training may be offered directly by the vendor or through coordination with the various county offices where the respondent is located. Vendors will prepare and assess all appropriate foster and / or adoption applicants for children through TIPS according to timeframes, format and policy provided by the Department.

3.2.2 TRAINING REQUIREMENTS

Sessions will be provided in sites accessible so that applicants are required to travel no more than fifty (50) miles one way or approximately one hour. Vendors will provide clear and explicit direction to applicants about the Department's adoption and foster care program and policy. The Department will keep the vendors informed of changes in program or policy that affects this project.

All foster and/or adoptive families must successfully complete Trauma Informed Partnering for Safety & Permanency (TIPS), during the approval process. All pre-service training requirements must be met, including meeting intervals. Group meetings must be offered once a week over a ten-week period of time. This allows participants to develop the skill sets necessary to adopt children with special needs, as well as time to process

and decide whether adoption is something to which they can fully commit. GPS meetings must be facilitated by co-leading teams comprised of at least one staff person and at least one foster or adoptive parent, who are certified leaders in the approved curriculum.

If a prospective adoptive home is comprised of two parents, both parents must participate in the pre-service training process. All prospective adoptive parents must attend all of the required sessions. Documentation of the training for each adoptive parent must be maintained by the vendors until the training is completed. This includes weekly strengths/needs sheets, weekly meeting notes from leader and co-leader documenting their observations. Copies of all documentation must be provided to the state DHR Office of Adoption. The pre-service training curricula used by the Department include a process of mutual selection. When the leader/co-leader has concerns about a family, vendors should have in place a system for alerting project supervisors and for assessing family's capacity to proceed and complete the pre-service training. Families, who fail to demonstrate meaningful understanding of the concepts shared, should not be permitted to complete the process. CAN clearances and ABI/FBI checks must be completed early in the process to expedite the approval process. The Department must be the agency to request and pay for all background information. County and/or State DHR staff must be invited to participate in panel night presentations and to attend meetings two, five and nine.

Handouts required throughout the pre-service training curriculum must be developed in collaboration between the vendor and State DHR. Handouts, when appropriate, must include copies of the Department's Policies and Procedures documents (i.e., Activity & Life Events which includes Reasonable and Prudent Parenting information, Behavior Management Intervention, etc.). Although the focus of this project is developing foster and/or adoptive families, those that complete the program should have an awareness of how fostering and adopting differ, including differences in supports and services for children in foster care placements as compared to adoptive placements.

In instances where the pre-service staff leader and the social worker assigned to write the home study and produce the family portfolio are not the same individual, vendors must specify how the home study social worker will meet potential families and observe them throughout the pre-service training process, and must attend at a minimum meetings two (2), five (5) & nine (9). When Deciding Together is the method used for preparing a potential adoptive parent, the home study social worker must be the social worker conducting the Deciding Together consultations.

Vendors must develop monthly training goals and identify remedial actions that will be taken if they are not achieved or exceeded.

Vendors will be eligible to bill up to \$1,500 in compensation for the completion of training provided to each foster and/or adoptive family.

3.3. HOME STUDIES / INVESTIGATIONS – INTERSTATE COMPACT ON THE PLACEMENT OF CHILDREN (ICPC)

3.3.1 POPULATION TO BE SERVED (ICPC)

Referrals will be made directly by the Department based on a request received from another state to facilitate placement of a child in Alabama, in compliance with the Interstate Compact for the Placement of Children. County DHR's will not refer to the vendor cases where placement has been made in violation of ICPC requirements.

3.3.2 NUMBERS TO BE SERVED

All referrals made by the county will be accepted by the vendors and they vendor will notify the county immediately if it is unable to respond within the required timeframes legally set by the Adoption Code or the ICPC law.

3.3.3 SERVICE DESCRIPTION

Vendors will complete a home study / investigation of proposed ICPC related placements according to the time frames, format and policy provided by the Department. These studies do not require TIPS training and will be initiated within two weeks of receipt and completed within sixty (60) days (except for criminal records clearances or unless there are extenuating circumstances that are reported in writing to the county DHR). Four printed copies of each study/investigation, including supporting documents, will be submitted to the county DHR. Vendors will make a recommendation in writing to the county DHR as to whether the proposed resource should be approved and that the resource offers an appropriate placement for the child identified.

The county DHR will notify the vendors and applicant of the disapproval of a home recommended for approval. Vendors will notify the County DHR and the applicant of a decision not to recommend approval. Vendors will comply with ICPC procedures as practiced by the Department and outlined in policy, statute and ICPC agreements. Vendors will also notify the county DHR if unusual or controversial circumstances arise in the course of the ICPC study/investigation.

Vendors will be eligible to bill for up to \$ 2,000 in compensation for completed/approved home studies for each ICPC study/investigation.

3.4 HOME STUDIES / INVESTIGATIONS-INDEPENDENT ADOPTIONS HOME STUDIES/INVESTIGATIONS

3.4.1 GENERAL REQUIREMENTS

Vendors will complete all home study investigations of independent adoption petitions statewide according to format and policy provided by the Office of Adoption. Studies will be initiated within two weeks (2) of referral and will be completed within eight weeks (8) except for criminal records clearances or unless there are extenuating circumstances that are reported in writing to the county DHR. The remaining studies will be completed as soon as possible. The study, including the supporting documents will be submitted to the county DHR. Upon receipt of the study, the county DHR will report to the court and will provide post-placement visits and services.

In accordance with the Code of Alabama, Section 26-10A-1 through 26-10A-37, the services of the vendor's in independent adoptions will include pre-placement investigations consisting of a home study of the applicants and interviews with birth parents if a specific child has been identified for placement at the time of the referral. Post-placement supervision will be completed by the county DHR except that referrals will be made to the vendor's for post-placement investigation when no pre-placement investigation has been completed and the child has already been placed in the home independently.

In accepting the referrals for post placement investigations, vendors will advise the county DHR at the time of referrals whether the vendor can complete the investigation in time for the Department to submit a report to the court within the sixty (60) day time period allowed by law. In the course of the investigation the vendor encounters unforeseen delays due to the family's circumstances; the county DHR will be given two-week's notice prior to the end of the sixty day timeframe.

The county DHR will notify the vendors and applicant of the disapproval of a home recommended for approval. The vendor will notify the County DHR and the applicant of a decision not to recommend approval.

Vendors will be eligible to bill for up to \$ 2,000 in compensation for completed/approved home studies for each adoptive family.

3.5 SERVICE REPORTS

Vendors must provide quantitative and qualitative data to the Department to ensure that minimum service goals and requirements are being met, as stated in this document. Quantitative reporting must provide clear documentation of services provided to duplicated/unduplicated families (i.e., when the same family receives multiple services). In addition, summary reports of satisfaction surveys, focus groups or other methods for obtaining qualitative data must be provided at least quarterly. All reports and surveys will be developed in conjunction with the DHR staff and will require DHR approval.

3.6 STAFFING QUALIFICATIONS

Vendors must refer to the *Minimum Standards for Child Placing Agencies* for information about the qualifications for Administrative, Social Worker, Clerical, Professional and Ancillary staff. The selected vendors must employ an adequate number of qualified staff to implement the programs herein described.

In addition to the qualifications specified in the minimum standards document, the Department prefers that counselors, social workers and other professional staff employed by the vendor's have experience working with children in the foster care system, private adoptions, child and family counseling, etc. Vendors with successful experience working with children who have been victimized by abuse and/or neglect and/or children with multiple diagnoses such as PTSD, RAD, etc. will be extremely beneficial in developing appropriate homes for children awaiting adoption. When possible, TIPS staff co-leaders should have experience working in the foster care system, private adoptions, etc.

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

4.0 PROPOSAL REQUIREMENTS

Proposals must meet all requirements as specified in this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications and statements paraphrasing the specifications are considered inadequate as are phrases such as “industry standards will be adhered to” and/or “standard procedures will be implemented”, or “research-based models will be used”. Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

4.1 COMPLETENESS OF PROPOSALS

Selection(s) and award(s) will be based on the Vendor’s proposal and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the vendor being disqualified from further consideration.

4.2 PROPOSAL FORMAT

Proposals must not exceed **one hundred (100) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, black print. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals (the original and copies) must include labeled tabs that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. ***Do not use adhesive tabs (on pages of the proposal), tabs with paper inserts, sheet protectors, rings or prong fasteners.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals. **Proposals that do not adhere to the specified format may be deemed non-responsive.**

4.2.1 COVER SHEET

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the vendor (do not number this page). Vendors must also provide their federal employer identification number and DUNS number. Also, denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

4.2.2 TABLE OF CONTENTS

The Cover Sheet should be followed by the “**Table of Contents**”, which should list all sections, subsections and page numbers. Numbering of the proposal pages should begin with page 1 of the Table of Contents. Page numbers should be placed in the right corner of the bottom margin.

4.2.3 W-9 AND THE LEGAL STATUS LETTER/CP575 OR TAXPAYER IDENTIFICATION NUMBER

The Table of Contents must be followed by a copy of W-9 and the **Legal Status Letter** or a **CP575**. *These forms are issued by the IRS and denote an organization’s legal status (i.e., non-profit, for-profit, corporation, etc.) and include the Federal Employee Identification Number (FEIN).* If neither the Legal Status Form nor the CP575 are available, a completed and signed copy of the “**Request for Taxpayer Identification Number**” form (*Appendix B*) must be included. All items on this form must be completed.

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

The W-9 and Legal Status Form or Request for Taxpayer Identification Number Form should be followed by a copy of all required **Licenses, Certificates, and Credentials** or a copy of a completed license application form submitted by the deadline specified in this RFP.

4.2.5 TECHNICAL PROPOSAL

Copies of Licenses/Certificates/Credentials, if applicable should be followed by the **Technical Proposal**. The Technical Proposal must prescribe to sections **4.2.5.1** through **4.2.5.4.6** below.

4.2.5.1 VENDOR QUALIFYING INFORMATION

4.2.5.1.1 *Vendor Profile and Experience*

Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. Also list all names it has used when conducting business. Vendors must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. Vendors must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

4.2.5.1.2 *Past and Present Contractual Relationships with the Department*

Vendors must describe any past or present contractual relationship it may have or have had with the Department or any other state agency including colleges/universities during the past three years. If the vendor, its predecessor, or any party named in their responses to this section has contracted with any department within State Government during the past three years, identify the contract number and other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the vendor's response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, agency by which employed, job title of position held, and separation date during the two-year period. If no such relationship exists, so declare.

4.2.5.1.3 *Contract Performance*

If the vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to stop performance delivery due to the vendor's nonperformance or poor performance and the issue was either (a) not litigated due to inaction on the part of the vendor; or (b) litigated and such litigation determined the vendor to be in default. Submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The Department will evaluate the facts and may, at its sole discretion, reject the vendor's Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If the vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the vendor's Proposal.

No points will be assigned to proposals submitted by new or current vendors who have performed their contractual obligations satisfactorily. **However, current vendors who have performed unsatisfactorily may experience point deductions up to a maximum of 10 points.**

Note: *The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

4.2.5.1.4 Project Staff/Resumes/Job Descriptions

Vendors must submit a resume or job description detailing the level of education, experience, training, skills, etc. which emphasizes previous experience in the service area as described in this RFP for all key personnel who will be involved with the proposed project. Vendors must indicate that they have sufficient staff to perform the services required in this RFP. If sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. List all professional licenses held by the key staff.

4.2.5.1.5 Staff Performance Evaluations and Training

Vendors must describe their staff development program regarding orientation, on-going staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the Department's required performance standards.

4.2.5.1.6 Background Checks

Describe in detail the steps the vendor will take to ensure that no employee, regardless of their position, has been the subject of any incident or investigation which would call into question the propriety of that employee's working with the population indicated in this document and for this project. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

4.2.5.2 VENDOR FINANCIAL STABILITY

Vendors must submit an audited financial statement for year 2016 and letters from the auditor(s) who performed the 2015 and 2014 financial audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any official quarterly financial statements (from a financial institution) that have been prepared since the end of the period reported by your most recent annual report.

4.2.5.3 METHOD OF PROVIDING SERVICES

4.2.5.3.1 Service Delivery Approach

Vendors must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. Vendors must identify the counties/regions to be served by the proposed project. *All services as specified in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

4.2.5.3.2 Foster and Adoptive Homes Recruitment Services

(a) Recruitment

Describe the recruitment efforts as required in Section 3.1 that will occur and the expected timeframes for results. Vendors must identify set goals of the number of recruits expected per month and how efforts will be corrected or amended should goals not be met or exceeded.

(b) Training

Describe how their program will execute the training process as required in Section 3.2.2. Vendors must develop monthly training goals and identify remedial actions that will be taken if they are not achieved or exceeded.

(c) Family Consultations/Home Studies

Describe in detail how consultations and home studies will be completed as required in Section 3.1.4. Vendors must describe monthly goals and remedial actions that will be instituted should goals not be achieved or exceeded.

(d) Development of Family Portfolios

Describe in detail what information will be included in the creation of family portfolios. Vendors must at a minimum incorporate the requirements in *Section 3.1.4 Development of Family Portfolios*. Vendors must also describe how they will maintain family portfolios.

4.2.5.3.3 Tracking

Describe how the agency will track foster and adoptive homes until a placement is made. Vendors must address the manner in which foster and adoptive parents will be supported during this time period before a placement is made and the types of encouragement that will be given to help adoptive parents agree to accept placements into their homes.

4.2.5.3.4 Start-up Plan

Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work*. ***The selected vendors must be fully operational on December 01, 2018.***

4.2.5.3.5 Assessment of Benefits and Impact

Describe the process that will be used to assess the proposed services to determine if the expected benefits and their impact have occurred. Include on-going plans to continuously assess and modify services to better meet the needs of the target population. The assessment methodology should provide the Department with meaningful indicators that funded projects are making satisfactory progress toward desired goals.

4.2.5.3.6 Office Location

Vendors must provide the physical address where records will be maintained and services will be performed under a contract with the Department in the event the vendor is selected.

4.2.5.4 VENDOR CERTIFICATIONS

Vendors must submit a statement attesting that they warrant and represent to the Department that the vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a response to this RFP, the vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

4.2.5.4.1 Revolving Door Policy

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

4.2.5.4.2 Debarment

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

4.2.5.4.3 Open Trade

The vendor must attest that it is not currently engaged in and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

4.2.5.4.4 *Standard Contract*

The vendor must agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.5.4.5 *Charitable Choice (applies to faith-based organizations only)*

The vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

4.2.5.4.6 *Financial Accounting*

Vendors must agree that the vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

4.2.5.4.7 *Vendor Work Product*

The vendor must attest that the proposal submitted in response to this document is the work product of said vendor. If the proposal is determined not to be the work product of the vendor, the proposal may, at the Department's sole discretion, be rejected.

4.2.5.5 ATTACHMENTS

Vendors must include all applicable forms identified below as attachments (i.e., Attachment A, B, C, etc.), applicable forms must follow the Technical Proposal. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

4.2.5.5.1. *Disclosure Statement*

The Technical Proposal must be followed by a completed copy of the **Disclosure Statement**.

4.2.5.5.2 *Trade Secret Affidavit*

The Disclosure Statement must be followed by a completed copy of the **Trade Secret Affidavit** (*Appendix C*), if applicable.

4.2.5.5.3 *Certificate of Compliance*

The Trade Secret Affidavit must be followed by a completed copy of the **Certificate of Compliance** (*Appendix D*). *All proposals must include the Certificate of Compliance.*

4.2.5.5.4 *E-verify Memorandum of Understanding (MOU)*

The Certificate of Compliance must be followed by a copy of the **E-verify MOU**. *All proposals must include the E-verify MOU.*

4.2.5.5.5 *Immigration Status Form*

The E-verify MOU must be followed by a copy of the **Immigration Status Form**. *All proposals must include the Immigration Status Form. (Appendix E)*

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

Vendors must prepare their budgets using the cost proposal forms *Appendix F* and instructions specified in *Appendix G*. Vendors must also attach a detailed budget justification describing the activities and cost for all proposed line item expenses, including personnel and their responsibilities. Priority consideration will be given to proposals that include budgets with a greater percentage of funds for direct services rather than program administration.

All reimbursement offered through this agreement will be based on completion of specific tasks or outcomes specified in the agreement. Two service sections of this agreement involve compensation outside the contract ceiling*. These are identified as:

SERVICE:

Reimbursement Rate

Home Studies /Investigations – Interstate Compact for the Placement of Children	\$2000/approved study*
Home Studies /Investigations- Independent Adoptions	\$2000/approved study*
TIPS Training (maximum of 450 families)	\$1500/family upon completion
Home Studies (maximum of 450 families)	\$2000/family upon completion/approval
Targeted Adoption Recruitment	\$1000/approved home waiting child match
Targeted Adoption Recruitment	\$ 500/ Adoption Finalization
Foster Care Placement	\$ 500/30-day post placement of child in FC home

Note: For foster/adoptive homes recruited in priority counties, an additional \$500 may be billed at foster care placement (as defined above). For targeted adoption finalization on youth in adoption status for more than 36 months, an additional \$500 may be billed.

Note: A fixed rate is specified in this RFP document for a portion of the services, any proposal submitted exceeding the fixed rate will be deemed non-responsive and no further consideration will be given.

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

Category	RFP Section	Point Value
Vendor Qualifying Information		30% of points for a possible 300 points
A. Vendor Profile and Experience	4.2.5.1.1	275
B. Past and Present Contractual Relationships with the Department	4.2.5.1.2	0
C. Contract Performance	4.2.5.1.3	<i>To be Determined</i>
D. Project Staff/Resumes/Job Descriptions	4.2.5.1.4	10
E. Staff Performance Evaluations and Training	4.2.5.1.5	5
F. Background Checks	4.2.5.1.6	0
G. Vendor Financial Stability	4.2.5.2	10
Method of Providing Services		45% of points for a possible 450 points
A. Service Delivery Approach	4.2.5.3.1	350
B. Foster-Adoptive Homes Services	4.2.5.3.2	75
C. Tracking	4.2.5.3.3	25
D. Start-up Plan	4.2.5.3.4	15
E. Assessment of Benefits and Impact	4.2.5.3.5	10
F. Office Location	4.2.5.3.6	0
G. Vendor Certifications	4.2.5.4.	0
Budget		25% of points for a possible 250 points
A. Budget	5.0	250

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF PROPOSALS: The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

AUTHORITY: The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.)

CHARGE BACKS: The Alabama Department of Human Resources and Medicaid will deduct federal charge backs from future payments.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

DEBARMENT: The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

DISABILITY ACCOMMODATIONS: The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for requested for proposals or limited solicitations.

FAILURE TO HONOR PROPOSAL: If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

FOREIGN CORPORATIONS (OUT-OF-STATE FIRMS): Alabama law provides that a foreign corporation (out-of-state company/firm) may not transact business in the state until it obtains a certificate of authority from the Secretary of State, Section 10-2B-15.01, Code of Alabama 1975. To obtain form for a certificate of authority, contact the Secretary of State, Corporation Division, (334) 242-5324. Not having this certificate does not keep the vendor from registering.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

IMMIGRATION CLAUSE: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

LATE PROPOSALS: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

MERIT SYSTEM EXCLUSION: The vendor must not be considered a merit system employee and is not entitled to any benefits of the State Merit System.

REGISTRATION WITH THE PURCHASING DIVISION: Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at www.purchasing.alabama.gov.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TERMINATION OF CONTRACT: Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

TERMINATION/ALTERNATIVE DISPUTE RESOLUTION

For any and all disputes arising under the terms of any contract resulting from this procurement, vendors hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

UNAVAILABILITY OF FUNDING: The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM

STATE OF ALABAMA
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
STATE COMPTROLLER'S OFFICE

INSTRUCTIONS. In order to receive payment by the State of Alabama, a correct tax identification number, name and address must be on our files. To insure that accurate tax information is reported on Form 1099 for federal income tax purposes, please:

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).
2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

PART 1 – TAXPAYER IDENTIFICATION NUMBER, NAME AND ADDRESS.

IDENTIFICATION NUMBER _____

Check one _____ Federal Employer Identification Number (FEIN)
_____ Social Security Number (SSN)

NAME OF ORGANIZATION: _____ **PHONE:** _____

LEGAL BUSINESS ADDRESS: _____

FAX: _____ **EMAIL:** _____

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: _____

PART 2 – BUSINESS DESIGNATION. Circle the designation that identifies your type of trade or business.

- 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION (A corporation formed under the laws of any state within the United States)
- 2 - NOT FOR PROFIT CORPORATION (Section 501 (c) (3))
- 3 - PARTNERSHIP, JOINT VENTURE, ESTATE OR TRUST
- 4 - SOLE PROPRIETORSHIP OR SELF-EMPLOYED (Identification number must be Social Security Number)
- 5 - NONCORPORATE RENTAL AGENT
- 6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)
- 7 - FOREIGN CORPORATION OR FOREIGN NATIONAL OR OTHER FOREIGN ENTITY
(A corporation or other foreign entity formed under the laws of a country other than the United States or an individual temporarily in the United States who pays taxes as a citizen of a country other than the United States.)

NOTE: Failure to complete and return this form may subject you to backup withholding in the amount of 20% of future payments pursuant to Section 3406, Internal Revenue Code.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS REQUEST AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

SIGNATURE

DATE

()

TELEPHONE NUMBER
(If different from above)

TITLE

PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)
County of _____)ss.

_____ (Affiant), being first duly sworn under oath, and representing _____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
- (b) information requested by the Department to establish vendor responsibility unless prior written consent has been given by the vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

Affiant's Signature

Signed and sworn to before me on _____ (date) by _____
_____ (Affiant's name).

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____

APPENDIX D: CERTIFICATE OF COMPLIANCE

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (*describe by number or subject*):

_____ **by and between**
_____ **(Contractor/Grantee) and**
_____ **(State Agency, Department or Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20_____.

WITNESS: _____

Printed Name of Witness

APPENDIX E: IMMIGRATION STATUS FORM

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness

APPENDIX F: COST PROPOSAL

Contract Number:		DHR USE ONLY	Taxpayer ID#:		
Agency:					
Address:					
Project Title:					
Budget Period:	1-December-18		to	30-Sep-21	
BUDGET ITEMS					TOTAL DHR SHARE
1. PERSONNEL					\$
2. SUBCONTRACTS					\$
3. TRAVEL					\$
4. SPACE					\$
5. SUPPLIES					\$
6. EQUIPMENT					\$
7. OTHER					\$
8. BUDGET TOTAL					\$
Itemize the sources of ALL non-departmental funds:					
				Total Non-DHR \$ Funding:	

Approved for Mathematical Accuracy:

Assistance Payments, Finance Division				DATE	

1. PERSONNEL

[illegible][illegible]

	FICA	\$
			
			
	Workman's Compensation	\$
			
			
	Health	\$

	Insurance		
	Other (specify)	\$
			\$
			\$
			Subtotal Fringe Benefits: \$
			TOTAL PERSONNEL: \$
2. SUBCONTRACTS	All subcontracts require the Department's prior written approval.		TOTAL DHR SHARE
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
		TOTAL SUBCONTRACTS:	\$
3. TRAVEL	Out-of-state travel is not allowed.		TOTAL DHR SHARE
		Within project coverage area	\$
		In-state (out-of-coverage area)	\$
			\$
		Board Members - Within project coverage area	\$
		Board Members - In-state (out-of-coverage area)	\$
			\$
		TOTAL TRAVEL:	\$
4. SPACE	All repairs to facilities, regardless of the cost, require the Department's prior written approval.		TOTAL DHR SHARE
		Basic Local Phone Service	\$

			Long Distance	\$
			Rent/Lease	\$
			Use Allowance	\$
			Utilities	\$
			Upkeep (buildings/ grounds)	\$
			Minor Repairs	\$
			Other (specify)	\$
			TOTAL SPACE:	\$
5. SUPPLIES				TOTAL DHR SHARE
			Office Supplies	\$
			Computer-related Supplies	\$
			Custodial Supplies	\$
			Other (specify)	\$
			TOTAL SUPPLIES:	\$
6. EQUIPMENT	The Department's prior written approval is required for all property items having a total unit or individual cost of \$100 or greater.			TOTAL DHR SHARE
			Purchase	\$
			Rental/Lease	\$
			Repairs	\$
			Maintenance Agreements	\$
			Use Allowance	\$
			Office Furniture	\$
			Office Furnishings	\$
			Other (specify)	\$
			TOTAL EQUIPMENT:	\$
7. OTHER				TOTAL DHR SHARE
			Membership Dues (itemize and attach a separate listing)	\$

			Subscriptions (itemize and attach a separate listing)	\$
			A-133 Audit	\$
			Liability Insurance	\$
			Attorney (Legal) Fees	\$
			Other (specify)	\$
			Adoption Homes (specify number of homes to be recruited)	\$
			TOTAL OTHER:	\$

APPENDIX G: INSTRUCTIONS FOR COST PROPOSAL

The line items set forth in *Appendix F* are defined below. Each line item must reflect the correct and complete information based on these definitions. For example, if travel costs are incurred in association with a particular cost item, the travel portion of the cost should be broken out and reflected as travel rather than included under the program function for which it was incurred. The first page represents a summary of the totals from the remaining pages. All budgeted funds are subject to departmental directives and the instructions set forth herein. For the budget items so designated, the Department's prior written approval must be obtained before the expense is actually incurred.

Heading

Contract Number

Current Contract Number

Taxpayer ID

Federal Employer ID number

Agency

Official name of your organization

Address

Mailing address of business

Project Title

Name of project

Budget Period

December 01, 2018 through September 30, 2020

1. Personnel

ITEMIZE separately each type position paid for in whole or in part with departmental funds. In addition, itemize each like position with different annual salary amounts or different percentages of time spent on the Department's project.

Attach an additional sheet if necessary (use the same column headings).

In the appropriate spaces, include for the personnel listed the fringe benefits that are applicable to the Department's project.

2. Subcontracts

Itemize individually all contracts for major program services, including, but not limited to, program administration. Attach an additional sheet if necessary and use the same column headings. **All subcontracts require the Department's prior written approval.**

DO NOT INCLUDE contract labor, maintenance agreements, lease agreements or contracts with attorneys, Certified Public Accountants used to conduct audits or other services for which there is a specific budget line item.

3. Travel

Include all travel-related costs regardless of the nature or purpose of the travel, for example, air fares, car rentals, hotels, per diem, mileage, etc., for travel incurred by staff and Board members. These costs should be broken out within project coverage area; in-state (out-of-project coverage area); and out-of-state. **Out-of-state travel is not allowed.**

4. **Space**

Basic Local Phone Service: Includes, as applicable, the portions of the phone bill which represent basic local phone service, local toll calls, area dial and expanded area dial.

Long Distance: Include, as applicable, the portions of the phone bill which represent long distance calls and charges for 1-800 service. Do NOT include local toll calls or calls made from cell phones.

Rent/Lease: Self- explanatory.

Use Allowance: To be used in the event any Board member, officer, employee, volunteer or other representative of the Applicant owns the building in which any portion of services are provided. (An FM-05 “USE ALLOWANCE – SPACE” form is required. Copies of this form are available from the Department upon request.)

Utilities: Include all utilities associated with power, gas and water. **Do not include such costs as Cable TV, telephone or Internet access.**

Upkeep (buildings/grounds): Include routine and scheduled upkeep of the facilities and grounds that are NOT the responsibility of the owner or lessor.

Minor Repairs: Include only minor repairs that are NOT the responsibility of the owner or lessor. **All repairs to facilities require the Department’s prior written permission, regardless of the cost of the repair.**

Other (specify): Items must not otherwise be the responsibility of the property owner or lessor. Itemize and be specific.

5. **Supplies**

Office Supplies: Include general office supplies. Also, include computer-related supplies, for example, floppy disks, etc.

Custodial Supplies: Include only supplies related to janitorial/custodial work, for example, cleaning supplies, mops, brooms, dust pans, etc.

Other (specify): Itemize, as applicable, and be specific.

6. **Equipment**

Include all property items that do not meet the definition of supplies.

Purchase: Include all costs associated with the intended procurement of property items needed to implement your proposed quality enhancement project. **The Department’s prior written approval is required for all property items having a total unit cost of \$100 or greater, including the base price, taxes, shipping, handling and any additional add-on cost.** The term “unit” means collectively all requisite items which make a property item fully complete and functional. Property items comprised of multiple components must be considered collectively when calculating the total unit cost. For example, a fax machine may cost \$99 while the paper feeder attachment has a separate cost of \$25. These items collectively would make up a single property item (the paper feeder is considered a component of the fax machine) with a unit cost of \$124, plus taxes, shipping and handling, etc.

Rental/Lease: Include all costs associated with the rental or lease of equipment. **Rental/Lease costs for a unit of property, as described above that equal or exceed \$100 require the Department's prior written permission.**

Repairs: Include all costs associated with repairs related to equipment. **Repairs that equal or exceed \$100 require the Department's prior written permission.**

Maintenance Agreements: Include all costs associated with ongoing maintenance agreements related to equipment and other property items. **Maintenance agreements that equal or exceed \$100 require the Department's prior written permission.**

Use Allowance: Include any applicable usage cost allocable to the program for property items owned by the Applicant **and** not purchased in whole or in part with any federal or state funds. (An FM-06 "USE ALLOWANCE – EQUIPMENT" form is required for all use allowances for equipment. This form is available from the Department upon request.) **Use allowance for any property item that equals or exceeds \$100 requires the Department's prior written permission.**

Office Furniture: Include all costs associated with desks, chairs, file cabinets and other office furnishings. **Office furniture requires the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$100 or greater.**

Office Furnishings: Include all other property items, for example, wall hangings, lamps, pictures, decorations, trash cans, etc. **Office furnishings require the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$100 or greater.**

Other (specify): Itemize, as applicable, and be specific.

7. **Other**

Membership Dues: Itemize and attach a separate listing of all memberships in, and the associated dues paid to, professional associations or organizations. All memberships must be **directly related** to the Applicant's quality enhancement project. **(Include organizational dues only. Individual dues are not allowed.)**

Subscriptions: Itemize and attach a separate listing of all subscriptions to magazines, journals or other publications. All subscriptions must be **directly related** to the Applicant's quality enhancement project. **(Include organizational subscriptions only. Individual subscriptions are not allowed.)**

A-133 Audit: Include all costs associated with contracting with a CPA firm to conduct the required annual A-133 audit. This audit is required only for Contractors who receive more than \$500,000 in federal funds.

Liability Insurance: Include only the premium costs for insurance policies required under the contract with the Department.

Attorney (Legal) Fees: Include all costs associated with the use of attorneys. (Specify whether the costs are based on an hourly rate or a periodic retainer.)
An Attorney Log is required to be maintained for all legal expenses incurred, as prescribed in the Manual, and all such expenditures are subject to the Department's discretion and approval.

Other (specify): Include miscellaneous costs such as bank stop payment fees, etc., but do not include any item for which a space is otherwise provided.

On page 1, include the totals from pages 2-4. In addition, include the following additional items:

8. BUDGET TOTAL Enter the sum of lines 1 - 7.

In addition, in the space provided below BUDGET TOTAL, list the source and amount of all funds received directly from a source other than the Department.